



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF; MT, CNR, MNR, MNDC, OLC, ERP, RP, PSF, RR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 23, 2017 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlord's 10 Day Notice, pursuant to section 46;
- a monetary order for the cost of emergency repairs to the rental unit, pursuant to section 33;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to make emergency and regular repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The landlord and the two tenants (male and female) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The male tenant ("tenant") confirmed that he had permission to represent his wife, the "female tenant," as an agent at this hearing. The female tenant did not testify at this hearing. The tenants intended to call a witness, who was excluded at the outset of the hearing, and did not testify by the end of the hearing because both parties settled their applications. This hearing lasted approximately 76 minutes in order to allow both parties to negotiate a full settlement of both applications.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Although both parties confirmed receiving late written evidence from the other party, both parties stated that they had not suffered any prejudice, had a chance to respond to the evidence, and wanted to voluntarily settle both applications at this hearing.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and any issues arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute and arising out of this tenancy:

1. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$400.00;
2. The tenants agreed to pay the landlord \$400.00 total, by way of e-transfers, according to the following terms:
 - a. \$200.00 to be paid by December 31, 2017;
 - b. \$200.00 to be paid by January 15, 2018;
 - c. The landlord provided her correct email address to the tenants during the hearing in order to facilitate the above payments by e-transfer;
3. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their own applications;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The tenant confirmed that he agreed and understood that this settlement and monetary order are also binding upon the female tenant, who was agreeable to the terms.

Conclusion

The landlord's 10 Day Notice, dated September 23, 2017, is cancelled and of no force or effect.

I order the landlord to retain the tenants' entire security deposit of \$400.00.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$400.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants fail to pay the landlord \$400.00 as per conditions #2(a) and (b) of the above agreement. The tenants must be served with a copy of this Order. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Both parties must bear their own costs for the \$100.00 filing fees paid for their own applications.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 12, 2017

Residential Tenancy Branch